

# **CITY OF WOODBURN, OREGON**

## **Request for Proposals Architectural/Engineering & Related Consulting Services**

**FOR INDEFINITE DELIVERY AND INDEFINITE QUANTITY  
CONTRACT**

**SUBMIT PROPOSAL TO:**

Public Works Director  
Woodburn Public Works Department  
190 Garfield Street  
Woodburn, OR 97071  
(503) 982-5240

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# **PROPOSAL ADVERTISEMENT**

## **Request for Proposals**

### **ARCHITECTURAL/ENGINEERING AND RELATED SERVICES**

**RESPONSE DUE SEPTEMBER 15, 2010 AT 5:00 PM**

**ARCHITECTURAL/ENGINEERING AND RELATED SERVICES:** The City of Woodburn is requesting proposals from qualified firms for furnishing Architectural/Engineering and Related Services to assist with facilities planning, space utilization, building renovations, energy upgrades, and regulatory compliance. This is an indefinite delivery and indefinite quantity contract that will be for three years and may be extended for up to an additional two years.

The purpose of this solicitation is to select an architectural/engineering firm(s) to provide professional architectural/engineering and related services on an as-needed basis under a task order or Basic Ordering Agreement (BOA). The term will be for an initial three-year term plus up to two (2) one-year extensions at the discretion of the City, if the work provided is deemed to be acceptable to the City. These services will be provided under separate task orders for each project identified by the Public Works Department. Over the next four years the City expects to add several facilities oriented projects to the City's Capital Improvements Plan. It is anticipated that the City will require various concept, design, and preparation of contract documents for facilities oriented public improvement projects.

The selected firm(s) must demonstrate the ability to provide a majority of the services required and clearly identify those services which will need to be provided by a sub-consultant. The City will select an architectural/engineering firm(s) on a qualification based criteria for the services identified.

The firm(s) selected to perform under a BOA will be required to develop a scope of services for a specific task. The City reserves the right to negotiate the cost of the task with the firm selected or to reject the proposal if it is determined that the cost or scope is unacceptable. The tasks identified to be performed under the BOA will remain with the scope of listed services and cannot exceed a total cost of \$250,000. The total quantity of work offered during any fiscal year will not exceed \$750,000. The City reserves the right to issue an independent RFP for any task determined to be more appropriate for accomplishment than issuance of a BOA under this solicitation. At the City's discretion, large architectural/engineering related tasks may be bid as a separate project rather than

awarded through the BOA based on the overall cost of the project, complexity of the project, and need for specialized expertise.

Sealed proposals will be received until **5:00 PM** on Wednesday, **September 15, 2010** at the Woodburn Public Works Department located at 190 Garfield Street Woodburn, OR 97071. All proposals shall be marked "Woodburn Public Works Department, Attn: Architectural/Engineering and Related Services, 190 Garfield Street, Woodburn, Oregon 97071." Facsimile proposals will not be accepted. Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet from the City's website at

<http://www.woodburn-or.gov/publicworks/bidsrfps.aspx>. The Request for Proposals may also be viewed or obtained from the City of Woodburn, Public Works Office located at 190 Garfield Street, Woodburn, Oregon 97071; or by emailing

[Marta.Carrillo@ci.woodburn.or.us](mailto:Marta.Carrillo@ci.woodburn.or.us). All questions should be directed to the Public Works Director at phone number 503-982-5240.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All Proposers are required to comply with the provisions of Oregon Revised Statutes Chapters 279 A, B, and C for Public Contracts and Purchasing and the City of Woodburn Public Contracting Rules. The Woodburn City Council is the local contract review board.

The City of Woodburn reserves the right (1) to reject any or all proposals not in compliance with all prescribed public bidding procedures and requirements, (2) to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) to waive informalities in the proposals, (4) to select the proposal which appears to be in the best interest of the City, and (5) to reject for good cause any or all proposals upon a finding of City that it is the public interest to do so.

Published: Portland Daily Journal of Commerce

Date: August 31, 2010

## **PART 1 OVERVIEW**

The City of Woodburn occupies approximately 165,000 square feet in multiple buildings throughout the community. This solicitation is requesting proposals from qualified firms and individuals to provide Architectural/Engineering and Related Services support to City staff for facilities planning, space utilization, building renovations, energy upgrades, and regulatory compliance as further described in Appendix A.

## **PART 2 TIMELINE**

<u>Schedule</u>	<u>Activity</u>
August 31, 2010	Publication Advertisement for Proposals
September 15, 2010	Deadline for Submission of Proposals
September 16, 2010	Opening of Proposals at Woodburn Public Works Department, 190 Garfield Street, Woodburn Oregon
September 26, 2010	Council Contract Award

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL AFFECTED PARTIES.

## **PART 3 GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

CITY OF WOODBURN, OREGON

The General Conditions and Instructions set out below shall apply to all formal proposal solicitations and resulting contract award issued by the City of Woodburn unless otherwise specified. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. Failure to do so will be at the proposer's own risk, and pleas of error or ignorance shall not be honored. Proposers requiring additional information about the General Conditions and Instructions set forth below should consult the Department of Public Works.

In the event there is a conflict between these General Terms and Conditions and any other terms and conditions that may be included elsewhere in this solicitation, the other terms and conditions shall prevail.

1. Awards made in response to a RFP will be made to the most qualified proposer whose proposal is determined, in writing, to be the most advantageous to the City of Woodburn, taking into consideration the evaluation factors set forth in the RFP.
2. Unless canceled or rejected for good cause, a responsive proposal from the most qualified responsible proposer shall be accepted as submitted except that if the proposal from the most qualified responsible proposer exceeds available funds or is deemed excessive, the City of Woodburn may negotiate with the most qualified responsible proposer to obtain an acceptable contract price.
3. If received after the time specified for Public Proposal Opening, formal proposals, amendments thereto, or requests for withdrawal of proposals will not be considered. Late proposals will be returned to the proposer UNOPENED if the proposer's return address is shown.
4. Proposals must be properly identified as a "SEALED PROPOSAL". Properly marked proposals received prior to the specified time of Public Proposal Opening will be securely kept, unopened, in the office of the Purchasing Agent. The Purchasing Agent or duly appointed representative will determine when the specified time has arrived and no proposal shall be received thereafter.
5. No liability shall attach to the Purchasing Agent or appointed representative for the premature opening of an improperly addressed or improperly identified proposal. When improperly identified proposals are received, the proposer takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. The City reserves the right to declare such a proposal as non-responsive.
6. Unless specifically authorized in the solicitation, telegraphic or facsimile proposals will not be considered.
7. At the time fixed for the opening of responses to a proposal, proposal contents will be made public for the information of proposers and other interested parties who

may be present either in person or by representative. Proposals are available for public inspection subsequent to the Public Proposal Opening for a period of not less than 60 days. At the time fixed for the receipt of responses for Request for Proposals, only the names of the proposers will be read and made available to the public.

9. Unless otherwise specified in the solicitation, all proposals shall be submitted in duplicate, properly signed in ink in the proper spaces, and submitted in a sealed envelope. The item pages of the solicitation which do not include any items for which a proposal price or signature is required need not be included in the submission of a proposal.
10. The proposer must supply all information required by the Request for Proposals, Instructions to Proposers, and Proposal Forms. Failure to fill all blanks may result in disqualification of the proposal.
11. Unless otherwise specified by the City of Woodburn, all formal proposals submitted shall be binding for City of Woodburn acceptance for ninety (90) days from the date of the proposal opening.
12. No employee of the City of Woodburn shall be admitted to any share or part of this contract or to any benefit that may arise there from.
13. Specific requirements as to proposal bonds shall be incorporated in individual proposal specifications, if required. Although performance bonds may be directly addressed in the specifications, the City of Woodburn reserves the right to require a performance bond as it deems may be in the City of Woodburn's best interest to do so, at time of award.
14. A written notice of award (or acceptance of proposal) shall be provided to the successful proposer within the specified acceptance period. It may be in the form of a letter or a purchase order, either of which shall be deemed a binding contract without further action by either party.

## **PART 4 INSTRUCTION FOR PREPARING AND SUBMITTING PROPOSALS**

### **General**

#### **Definitions**

In this RFP, the words and expressions listed hereunder shall have the meaning assigned to them respectively:

OWNER: shall mean the City of Woodburn.

SERVICES OR SERVICE OR WORKS OR WORK: shall mean the Architectural/Engineering and Related Services, as further described in the Scope of Work (Appendix - A).

CONSULTANT: shall mean the successful Proposer selected by the OWNER to perform professional services identified in the RFP and Contract.

CONTRACT: shall mean the eventual Agreement to be signed between the OWNER & CONSULTANT for the performance of a specific task order or Basic Ordering Agreement (BOA) or also known as WORK.

All Proposals shall be prepared and submitted by and at the cost of the Proposer, hence all costs associated with preparation and submission of the Proposal shall be borne by the Proposer.

All Proposals must be typed. Handwritten Proposals will, without exception, be rejected and will not receive consideration under any circumstances.

OWNER reserves the right to reject any or all Proposals.

Proposers shall address inquiries, if any, in writing to Pete Gauthier, PE, who alone is empowered to clarify such inquiries; not later than 7 days before the date of opening of the Proposals.

#### Validity of Proposal

1. The Proposal shall remain valid for ninety (90) days, as from the date of opening the Proposals.
2. The successful Proposer, within a period of fifteen (15) days from the date of the OWNER acceptance and approval of their Proposal, shall be requested to sign the contract and to submit the Certificate of Insurance as required in the relevant article of the contract. Failure to do so will cause the Proposal to be considered withdrawn.
3. The OWNER has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP and stop the bidding without giving any justification.
4. Under no circumstances shall a Proposer whose Proposal has not been accepted be entitled for compensation.

#### Late Proposals



Late Proposals will be returned to Proposer UNOPENED, if RFP number, acceptance date and Proposer's return address is shown on the container.

#### Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this RFP.

#### Withdrawal of Proposal

1. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of acceptance.
3. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

#### Miscellaneous Requirements

The City of Woodburn will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The contents of the Proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City of Woodburn. The City of Woodburn Contracting Rules are part of any contract awarded. The Proposal, this RFP, and the City of Woodburn Contracting Rules shall be incorporated by reference into the contract as though fully set forth therein.

#### Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Proposer. Failure to manually sign proposal may disqualify it. Person signing Proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on proposal in the space provided in the lower right hand corner.

#### Particular Requirements

##### Preparation of Proposal

The Proposal shall be submitted on the basis of the exact compliance by Proposer with all terms and conditions of the RFP.

#### Proposal Submission

Proposers shall respond to the RFP with a written proposal in the format outlined below. The Proposal shall include as a minimum the following sections arranged in the specified order

1. Executive Summary Letter
2. Table of Contents
3. Management Skills and Technical expertise
4. Credentials of the Project Team
5. Task Understanding
6. Capability for a Timely Response
7. Compliance with Contractual Terms
8. Any supplemental information about your firm.
9. Appendices B through F.

#### Proposal Content

Management Skills and Technical Expertise Include as a minimum:

1. A list of five relevant projects completed within the past three years that best illustrate capabilities related to those required for this project, including description, scope, and project cost. Projects should encompass at least three of the different categories listed in Appendix A, General Guidelines.
2. List three BOA Contracts for which the company is currently providing services to a client similar to the Town. Include a description of services performed for the client, contact person and a telephone number. Sub-consultants should provide this information as well.
3. Information on delivery of projects on time and within budget. Provide execution time (contract/actual); construction cost (estimated/actual); and any problems encountered and solutions devised.
4. Client's contact information
5. Awards and letters of commendation received.

#### Credentials of the Project Team

Include as a minimum:

1. Identification of Project Manager, and the office location of the Project Manager
2. Staffing Plan, and the office locations of each person assigned
3. Project Manager's portfolio of related projects
4. Project Manager's resume

5. Resumes of key project staff members including City of Woodburn or Marion County experience
6. References

### Understanding of Task Requirements

Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of the requirements.

### Capability for Timely Response

1. Proximity of Proposer's office to Woodburn City Hall (driving time)
2. Acknowledgement and understanding of required timeframe for completion and approval of the plans.

### Compliance with Contractual Terms

1. Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP.
2. Verify that insurance coverage is available (insurance certificates need not be submitted until the award stage) and express willingness to sign contract as written.
3. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law of City of Woodburn purchasing regulations may be grounds for disqualification of the proposal.
4. Acknowledge and describe any proposed deviations from Scope of Services.

### Overall Quality and Completeness of the Proposal and Interview

Proposals will be reviewed for:

1. Completeness
2. Attention to Detail
3. Clarity
4. Organization
5. Appearance

### Cost of Services (Short-listed firms only)

Provide a representative hourly rate schedule and a detailed fee schedule listing rates for each category of employee described above.

### Consideration of Proposals

The OWNER reserves the right to reject any and all Proposals, to waive technicalities and irregularities, advertise for new Proposals, or to proceed to do the WORK otherwise, if it is in the judgment of the OWNER, as to its best interests. The Proposer shall not be entitled to any indemnity in respect of claims, demands, proceedings, damage costs, charges and expenses, whatsoever arising out of such rejection. Proposals shall be considered irregular and may be rejected for, but not limited to, the following reasons:

1. If there are any unauthorized additions, conditional or alternate proposals or percentage increase or decrease in the Proposal price or irregularities of the

kind which make the Proposal incomplete, indefinite or ambiguous as to its meaning.

2. If there is a lack of any of the required documents.

Proposers may be disqualified and their offer rejected for, but not limited to, the following reasons:

1. If more than one Proposal for the project is submitted for an individual firm, partnership or corporation under the same name or different name.
2. If there is evidence of any collusion between Proposers.
3. Falsification of any documents or price submitted with the proposal shall be the cause for annulling the Proposal and the Proposer liable for legal action.

Sealed proposals will be received until **5:00 PM** on Thursday, **September 15, 2010** at the Woodburn Public Works Department located at 190 Garfield Street Woodburn, OR 97071. All proposals shall be marked "Woodburn Public Works Department, Attn: Architectural/Engineering and Related Services, 190 Garfield Street, Woodburn, Oregon 97071." Facsimile proposals will not be accepted. Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

## **PART 5 EVALUATION & SELECTION OF PROPOSALS**

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

The City of Woodburn Proposal Analysis Team will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below as depicted on the Proposal Evaluation Matrix contained herein. The firms submitting proposals shall include with that proposal statements on the following:

- Management Skills and Expertise
- Credentials of project team
- Understanding of task and requirements
- Capability for a Timely Response
- Compliance with contractual terms

Each proposal will be read and evaluated on the basis of the criteria listed above. Once each member of the Proposal Analysis Team has independently read and rated each proposal and completed a proposal evaluation matrix form, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposal in a descending order. At this point, the Proposal Analysis Team will conduct interviews and have discussions with only the top ranked firms (usually the top three depending upon the number of proposals received). If a proposer is selected for interview, that proposer shall submit to the City of Woodburn, within three (3) working

days, their non-binding fee/rate schedule. The individual proposer's fee/rate schedule should include a rate for all labor categories that the proposer anticipates using on the project.

During the interview process and discussion stage, the non-binding price proposals can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost and staff-hours, the Proposal Analysis Team will finalize the rankings, including consideration of the cost of services (i.e., price proposal). Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the City of Woodburn cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations conducted with the next ranked firm, and so on. The Proposal Analysis Team will conduct all subsequent negotiations and will make a recommendation to the City Council for the resulting contract award. The City of Woodburn reserves the right to reject all Proposers and/or to withdraw this RFP at any time.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual firm's fee/rate schedule even though the category titles may differ.

- Principal (Corporate Officer or Partner)
- Project Manager (Registration + 10 years experience + 3 years experience as Project Manager)
- Architect/Engineer 1 (Registration + 7-10 years experience)
- Architect/Engineer 2 (Registration + 5-7 years experience)
- Architect/Engineer 3 (3-5 years experience)
- Technician 1 (5-7 years experience + required certifications for type)
- Technician 2 (3-5 years experience + required certifications for type)
- Administrative (3 years general office experience)

For evaluation purposes, the rates for these categories shall be averaged. The proposer with the lowest average rate will be assigned 15 points.

The other proposals will be assigned points according to the following formula:

Lowest fee divided by proposer's fee = X%; X% x 15 points = XX points

After the interviews are complete, the City of Woodburn will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked proposer. If a contract acceptable to the City of Woodburn cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with that proposer and negotiations will be conducted with the next ranked proposer, and so on. City of Woodburn staff will conduct all subsequent negotiations and will make a recommendation to the City Council for the contract award. The rankings shall remain confidential until after the contract award.

**TO PROVIDE ARCHITECTURAL AND RELATED SERVICES  
PROPOSAL EVALUATION MATRIX**

Maximum Points: 100

FIRM:

	<u>MAXIMUM POINTS</u>	<u>SCORE</u>
1. Management Skills and Technical Expertise	25	_____
2. Credentials of project team	20	_____
3. Understanding of task and requirements	15	_____
4. Capability for a Timely Response	10	_____
5. Compliance with Contractual Terms	15	_____
Subtotal	85	_____
5. Non-Binding Cost Proposal (for Proposers selected for interview)	15	_____
Total	100	_____

What are the three primary reasons you have for recommending this firm?

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What are the three primary reasons you have for rejecting this firm?

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General Comments/Clarifications/Questions:

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## **PART 6 SAMPLE CONTRACT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "CONSULTANT").

**WHEREAS**, CITY needs certain professional consultant services; and

**WHEREAS**, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

**WHEREAS**, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

**NOW, THEREFORE**, IT IS AGREED as follows:

### **SECTION 1 – SCOPE OF SERVICES**

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT's proposal in response to \_\_\_\_\_ is incorporated by reference and are a part of this Agreement as if fully set forth.

### **SECTION 2 – DUTIES OF CONSULTANT**

A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.

C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.

D. It is understood that \_\_\_\_\_ will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

### **SECTION 3 – DUTIES OF CITY**

A. CITY shall provide CONSULTANT the pertinent information regarding CITY's requirements for the Project.

B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

C. CITY certifies that sufficient funds are available and authorized for expenditure to



finance costs of this Agreement.

D. The contact person on the Project for CITY is designated as Public Works Director or assigned delegate. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

#### **SECTION 4 – TERM**

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before \_\_\_\_\_.

#### **SECTION 5 – PAYMENT**

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee not to exceed \$\_\_\_\_\_. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

#### **Section 6 – TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

#### **SECTION 7 – OWNERSHIP OF DOCUMENTS**

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

#### **SECTION 8 – CONFIDENTIALITY**

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

#### **SECTION 9 – INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

#### **SECTION 10 – CONSULTANT'S STATUS**

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

**Section 11 – Indemnity**

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

**Section 12 – Insurance**

CONSULTANT shall provide and maintain:

A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

**SECTION 13 – NONASSIGNABILITY**

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

**SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

**SECTION 15 –WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent

breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

## **SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS**

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.

B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.

C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.

D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.

G. CONSULTANT shall:

G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The CONSULTANT shall promptly as due, make payment to any person, copartnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

I. The CONSULTANT shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).

J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

## **SECTION 17 – ATTORNEY FEES**

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

## **SECTION 18 – NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

Public Works Department  
190 Garfield Street  
Woodburn, OR 97071

TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

**SECTION 20 – GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

**CITY OF WOODBURN:**

By:

Scott Derickson

Title: City Administrator

Date: \_\_\_\_\_

**CONSULTANT:**

By:

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **PART 7 SAMPLE GENERAL CONTRACT TERMS AND CONDITIONS**

### **Late Proposals**

- LATE Proposals will be returned to Proposer UNOPENED, if RFP number, acceptance date and Proposer's return address is shown on the container.

### **Authority to Bind Firm in Contract**

- Proposals MUST give full firm name and address of Proposer. Failure to manually sign proposal may disqualify it. Person signing Proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on proposal in the space provided in the lower right hand corner.

### **Delivery**

Proposer must show number of days to complete delivery according to the City of Woodburn's schedule which will be determined for each assignment. Consistent failure to meet delivery promises without valid reason may cause removal from proposers list. Delivery shall be made during normal working hours only, 9 a.m. to 5 p.m., unless prior approval for late delivery has been obtained from the City of Woodburn.

### **Delays**

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Public Works Director. The City of Woodburn has the right to extend delivery date if reasons appear, in the sole discretion of the City of Woodburn to be valid. Contractor must keep the City of Woodburn advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Public Works Director to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

### **Inquiries**

Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date.

### **Substitutions**

NO Substitutions including key personnel (i.e., Project Manager) or cancellations permitted after award without written approval by the City of Woodburn Department of Public Works.

### **Rights of the City of Woodburn**

The City of Woodburn reserves the right to accept or reject all or any part of any Proposal, waive minor technicalities and award the contract to best serve the interest of the City of Woodburn.

#### Prohibition as Subcontractors

No Contractor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to who the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### Employment Discrimination by Contractors Prohibited

Every contract over \$10,000 shall include the following provisions:

1. During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
4. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### Competition Intended

It is the City of Woodburn's intent that this Request for Proposals (RFP) permits competition. It shall be the proposer's responsibility to advise the City of Woodburn in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City of Woodburn not later than fifteen (15) days prior to the date set for acceptance of Proposals.

#### Inconsistencies in Conditions

In the event there are inconsistencies between the General Contract Terms and Conditions, and the Special Contract Terms and Conditions and other schedules contained herein, the latter two shall govern.

### Proprietary Information

It is the responsibility of each Proposer to clearly mark any part of his Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Proposers shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature, (i.e., prices).

### Subcontractors

Proposers shall include a list of all subcontractors in their Proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City of Woodburn reserves the right to reject the successful firm's selection of subcontractors.

### Insurance

The successful Proposer shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposal:

1. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.
2. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
3. Workers Compensation in at least the minimum statutory limits.
4. All insurance shall:
  - A. Include City of Woodburn as an additional insured with respect to this Agreement and the performance of services in this Agreement.
  - B. Be primary with respect to any other insurance or self-insurance programs of City of Woodburn.
  - C. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to City of Woodburn.
  - D. No changes in insurance may be made without the written approval of City of Woodburn.

### Safety

All consultants and sub-consultants performing services for the City of Woodburn are required to comply with OSHA standards and accepted safety rules and regulations.

### Hold Harmless Clause



Proposals shall provide that during the term of the contract, including any warranty period, the firm shall indemnify, defend, and hold harmless the City of Woodburn, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights, sustained by any person or property in consequence of any neglect or misconduct in contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violations of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include all claims and damages involving infringement of patent or copyrights.

### Indemnification

The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Woodburn, its officials, employees, agents, volunteers, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, and the costs of appeals arising out of any such claims or suits, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any error or omission or negligent or wrongful act by the Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation, or decree. It is understood and agreed that the Consultant is at all times herein acting as an independent Contractor.

### Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Department of Public Works Director of the City of Woodburn or his authorized representative(s). The firm shall not comply with request and/or orders issued by other than the Department of Public Works Director or his authorized representative(s) acting within their authority for the City of Woodburn.

### Contract Period

The contract shall cover the period from October 1, 2010 through September 30, 2013 or an equivalent period depending upon date of contract award.

This contract may be renewed upon the same pricing (adjusted for cost of living only), terms, and conditions at the expiration of its term for a maximum of two one (1) year renewal periods by mutual agreement between the parties.

Notice of intent to renew will be given to the Consultant in writing by the City of Woodburn, normally ninety (90) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Woodburn to a contract renewal.

### Termination

Subject to the provisions below, the contract may be terminated by the Town of Purcellville upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City of Woodburn until said work or services are completed and accepted.

1. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the City of Woodburn, without the required thirty (30) days advance written notice, then the City of Woodburn shall negotiate reasonable termination costs, if applicable.

2. Termination for Cause

The City of Woodburn may terminate this contract for cause, default, or negligence on the part of the Consultant at any time. Termination by the City of Woodburn for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this contract in a subsequent fiscal year, then the contract shall be canceled and the consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Ownership of Products

All control work, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City of Woodburn. The City of Woodburn shall be furnished reproducible and or electronic copies of all plans, reports and information collected or prepared under this agreement, upon request. The Town shall be furnished duplicate copies of other materials upon request.

Conflict of Interest

In the event that a conflict of interest arises with the successful firm acting as the City of Woodburn's authorized consultant on a specific job, the City of Woodburn reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

Invoicing and Payment

The Contractor shall submit invoices, in triplicate, upon completion of each project, such statement to include a detailed breakdown of all charges for that monthly period and the City of Woodburn Purchase Order Number. No invoice will be paid which does not reference the City of Woodburn Purchase Order.

Invoices shall be based upon actual services rendered and actual hours of performance. All such invoices will be paid promptly by the City of Woodburn unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Woodburn  
Public Works Department  
Attn: Public Works Director  
190 Garfield Street  
Woodburn, OR 97071

#### Payments to Subcontractors (Sub-consultants)

Within seven days after receipt of amounts paid by the City of Woodburn for work performed by a subcontractor (sub-consultant) under this contract, the Consultant shall either:

1. Pay the Subcontractor (sub-consultant) for the proportionate share of the total payment received from the City of Woodburn attributable to the work performed by the Subcontractor (sub-consultant) under this contract; or
2. Notify the City of Woodburn and Subcontractor (sub-consultant), in writing, of its intention to withhold all or a part of the Subcontractor's (Sub-consultant's) payment and the reason for non-payment.
3. The Consultant shall pay interest to the Subcontractor (Sub-consultant) on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above.
4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
5. The Consultant shall include this provision in each of its subcontracts requiring each Subcontractor (Sub-consultant) to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Contractor's obligation to pay an interest charge to a Subcontractor (Sub-consultant) pursuant to this provision may not be construed to be an obligation of the City of Woodburn.

#### Examination of Records

1. The Proposer agrees that the City of Woodburn Finance Department, shall, until the expiration of five years following the final payment on the contract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Proposer involving transactions related to the contract in question.

2. The Proposer shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than \$10,000.
3. In the event there is litigation or arbitration involving the Consultant or Subcontractor (Sub-consultant), rights of access, examination and copying there under shall continue until any litigation, appeals, claims or arbitration shall have been finally disposed of.

These General Terms and Conditions shall become a part of the Contract and shall apply to the Consultant and all subcontractors (sub-consultants) and suppliers.

#### Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this RFP.

#### Withdrawal of Proposal

- a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

#### Miscellaneous Requirements

- a. The City of Woodburn will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. The contents of the Proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City of Woodburn. The City of Woodburn Contracting Rules are part of any contract awarded. The Proposal, this RFP, and the City of Woodburn Contracting Rules shall be incorporated by reference into the contract as though fully set forth therein.

These General Terms and Conditions shall become a part of the Contract and shall apply to the Consultant and all subcontractors (sub-consultants) and suppliers.

## **APPENDIX-A**

### **GENERAL GUIDELINES**

## APPENDIX-A

### A. General Guidelines: Architectural & Related Services

The City of Woodburn is seeking a qualified Architect/Engineering firm to provide Architectural/Engineer & Related Services. The selected proposer shall have proven experience and track record in the following areas:

1. Facilities requirements and utilization studies.
2. Feasibility studies for new, renovation, alteration, maintenance and repair projects
3. Facility studies and audits to determine compliance with various federal, state, and local regulations
4. Facility assessments
5. Design services for minor new construction, alteration renovation, maintenance and repair projects to include project evaluation, planning, handicapped accessibility, and engineering services (civil, structural, MEP, land surveying) incidental to the project.
6. Preparation of reports, preliminary documents, working drawings, specifications, and construction cost estimates.
7. Sustainable design services including LEEDS certified design (or equivalent), energy efficient design or Energy Star certified design, energy efficiency evaluations/studies/and/or energy remodeling
8. Additional architectural services as needed.

Individual task orders under the resulting contract shall not exceed \$250,000 per task order. The City will request a lump sum fee or hourly rate proposal for each project. At its own expense, the Consultant shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal for accomplishing the work. The City of Woodburn will evaluate the Consultant's fee proposal and may negotiate a suitable lump sum fee or a "not to exceed" amount with the Consultant. Following successful negotiations, the City of Woodburn will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract. Once the Finance Department has processed the purchase order (and assigned a number) the Contractor will be authorized to proceed with the work.

The City of Woodburn has on-going requirements for professional architectural and related services to support various projects required to maintain, improve, or expand its facility and utility infrastructure. It is the intent of this contract to provide professional consulting services on an as needed basis and to provide architectural/engineering design on projects not to exceed \$1,000,000 in construction value when time constraints or other considerations preclude obtaining individual project proposals or design services.

**APPENDIX-B**

**ORGANIZATIONAL CHART AND RESUMES OF KEY STAFF**

**APPENDIX-C**  
**REFERENCES**



## **APPENDIX-C**

Reference for:

Proposers shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

**APPENDIX-D**

**PROPOSER'S QUALIFICATION STATEMENT**

**APPENDIX-E**  
**ADDENDUM ACKNOWLEDGMENT**

## **ADDENDUM ACKNOWLEDGMENT**

### **Addendum Acknowledgment**

The undersigned proposer acknowledges receipt of the following Addenda, and any required adjustments have been included in the proposal sum:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRES \_\_\_\_\_

**APPENDIX-F**  
**RFP SUBMISSION FORM**

## RFP SUBMISSION FORM

Architectural/Engineering & Related Services

### SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company

Address

Contact Person

Title

Telephone No.

Fax No.

E-mail

Organized under the laws of State of

Principal place of business at

Following are names and addresses of all persons having ownership of 3% or more in the company  
(attach more sheets if necessary):

Name	Address

The *City of Woodburn* requests, as a matter of policy, that any consultant or company receiving a contract of award resulting from this Request for Proposal issued by the City of Woodburn shall make certification as specified below. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

#### SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *City of Woodburn*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

#### SECTION III – CONFLICTS OF INTEREST

The Proposer [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the proposer is prepared to sign a non-disclosure agreement.

**SECTION IV – COLLUSION**

**I certify that this offer is made without prior understanding, agreement, or connection with any corporation, company, or person submitting for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.**

**I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name (Printed)** \_\_\_\_\_

**Title** \_\_\_\_\_

**OFFEROR MUST RETURN THIS FORM WITH PROPOSAL**

**I plan to attend the Pre-Proposal Conference.** \_\_\_\_\_ Yes \_\_\_\_\_ No

**Please notify me of all amendments made to this proposal.** \_\_\_\_\_ Yes \_\_\_\_\_ No

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name (Printed)** \_\_\_\_\_

**Title** \_\_\_\_\_